

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

**WUYI BAIZE MOTION APPARATUS  
CO., LTD.,**

*Plaintiff,*

v.

**DGL GROUP, LTD.,**

*Defendants.*

**CASE NO.**

**JURY TRIAL WAIVED**

**COMPLAINT**

This is an action to recover more than 8,000,000.00 for damages sustained by Wuyi Baize Motion Apparatus Co., Ltd (“Plaintiff” or “WBMA”), a corporation organized under the laws of the People’s Republic of China, brought against the DGL Group, Ltd. (“Defendant”), a New Jersey company, as a result of Defendant’s breach of contract, among other things.

**JURISDICTION AND VENUE**

1. The jurisdiction of this Court is invoked under 28 U.S.C. § 1332(a)(2). The amount in controversy exceeds \$75,000. Plaintiff is a company with a principal place of business in Shenzhen, China and, Defendant is a company formed under the laws of New Jersey with a principal place of business in New Jersey.

2. Personal jurisdiction over Defendant is proper pursuant to N.Y.C.P.L.R. §302 because:

(1) Defendant regularly doing or soliciting business, engaging in other persistent courses of conduct in this forum, and/or deriving substantial revenue from goods and services provided to individuals in New York and in this District;

(2) and by virtue of its incorporation under the laws of the forum state.

3. The venue also properly lies with this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district and Defendant is a resident of the forum state.

### **PARTIES**

4. Plaintiff, Wuyi Baize Motion Apparatus Co., Ltd, is a company organized and existing under the laws of the People's Republic of China, with its principal place of business located at Tongqin, Wuyi City, Zhejiang, China.

5. Defendant is a New York company incorporated in Kings County. Upon information and belief, Defendant can be served with process at 2045 Lincoln Highway, 3Rd Floor, Edison, NJ, United States, 08817.

### **BACKGROUND**

6. Plaintiff has been acting as an Electric Toy Scooter ("Scooter") supplier for Defendant since 2021.

7. Since then, Plaintiff and Defendant have entered at least 16 Purchase Orders.

8. Parties agreed that for each purchase order, Defendant is required to pay 10% of the total purchase prices as security deposit. The remaining 90% will be paid upon products arrival.

9. The 10% deposit represents the only payment Defendant has made for the orders in this case. All products were produced, shipped to the United States, and accepted by Defendant. However, after three years, Defendant has yet to pay the remaining 90% for any of the purchase orders.

10. Plaintiff now brings this action to recover the amount due.

**FIRST CAUSE OF ACTION**  
(Breach of Contract)

11. Plaintiff repeats and reralleges each and every allegation contained in Paragraphs number 1 through 10 herein with the same force and effect as if set forth herein at length.

12. Plaintiff and Defendant entered multiple valid contracts as listed below:

ORDER NO.	AMOUNT	AMOUNT PAID	AMOUNT DUE
BMZ19784-1	\$11,400.00	\$1,240.00	\$10,160.00
BMZ19784-2	\$45,600.00	\$4,960.00	\$40,640.00
BMZ19790-3	\$12,400.00	\$1,240.00	\$11,160.00
BMZ19795-1	\$123,500.00	\$12,350.00	\$111,150.00
BMZ19796-2	\$37,200.00	\$3,720.00	\$33,480.00
BMZ19797-1	\$117,800.00	\$11,780.00	\$106,020.00
BMZ19797-2	\$6,200.00	\$620.00	\$5,580.00
BMZ19800-2	\$66,000.00	\$7,150.00+\$56,250.00	\$2,600.00
BMZ19801-1	\$60,000.00	\$6,500.00	\$53,500.00
BMZ19953-1	\$108,000.00	\$10,800.00	\$97,200.00
BMZ19953-1	\$108,000.00	\$10,800.00	\$97,200.00
BMZ19988-6	\$99,000.00	\$9,900.00	\$89,100.00
BMZ19988-7	\$99,000.00	\$9,900.00	\$89,100.00
BMZ19988-8	\$99,000.00	\$9,900.00	\$89,100.00
BMZ19989-7	\$94,050.00	\$9,405.00	\$84,645.00
BMZ19990-3	\$99,000.00	\$9,900.00	\$89,100.00
BMZ19990-4	\$99,000.00	\$9,900.00	\$89,100.00
BMZ19990-5	\$99,000.00	\$9,900.00	\$89,100.00
BMZ19990-6	\$90,750.00	\$9,900.00	\$80,850.00
BMZ19990-7	\$90,750.00	\$9,900.00	\$80,850.00
BMZ19990-8	\$99,000.00	\$9,900.00	\$89,100.00
BMZ20125-1	\$133,650.00	\$13,365.00+\$30,954.30+\$35,550.00	\$53,780.70
BMZ20125-2	\$133,650.00	\$13,365.00	\$120,285.00
BMZ20125-3	\$133,650.00	\$13,365.00	\$120,285.00
BMZ20125-4	\$133,650.00	\$13,365.00	\$120,285.00
BMZ20125-5	\$118,500.00	\$12,150.00	\$106,350.00
BMZ20176-1	\$44,000.00	\$4,400.00	\$39,600.00
BMZ20176-2	\$35,840.00	\$3,584.00	\$32,256.00
BMZ20176	\$160.00	\$16.00	\$144.00

BMZ20177-1	\$44,000.00	\$4,400.00	\$39,600.00
BMZ20177-2	\$36,000.00	\$3,600.00	\$32,400.00
BMZ20178-1	\$44,000.00	\$4,400.00	\$39,600.00
BMZ20178-2	\$36,000.00	\$3,600.00	\$32,400.00
BMZ20179-1	\$44,000.00	\$4,400.00	\$39,600.00
BMZ20179-2	\$8,160.00	\$816.00	\$7,344.00
BMZ20179-3	\$8,000.00	\$800.00	\$7,200.00
BMZ20179-4	\$8,000.00	\$800.00	\$7,200.00
BMZ20545-2	\$103,125.00	\$10,312.50	\$92,812.50
BMZ20545-3	\$103,125.00	\$10,312.50	\$92,812.50
BMZ20545-6	\$92,400.00	\$10,312.50	\$82,087.50
BMZ20581-1	\$133,650.00	\$13,530.00	\$120,120.00
BMZ20581-2	\$118,500.00	\$12,300.00	\$106,200.00
BMZ26787-1	\$9,450.00		\$9,450.00
BMZ26787-2	\$9,450.00		\$9,450.00
BMZ26787-3	\$44,100.00		\$44,100.00
BMZ27894(BLU)	\$37,260.00	\$3,726.00+\$10,060.20	\$23,473.80
BMZ27894(BLU)	\$184.00		\$184.00
BMZ27894(GMT)	\$37,260.00	\$3,726.00+\$10,060.20	\$23,473.80
BMZ27894(GMT)	\$184.00		\$184.00
BMZ28010	\$54,740.00		\$54,740.00
BMZ28012-1	\$23,000.00		\$23,000.00
BMZ28012-2	\$23,000.00		\$23,000.00
BMZ28013	\$54,740.00		\$54,740.00
BMZ28021	\$60,000.00		\$60,000.00
BMZ29083-1	\$78,016.00	\$7,801.60	\$70,214.40
BMZ29083-2	\$13,984.00	\$1,398.40	\$12,585.60
BMZ29258(BLU)	\$44,000.00	\$4,400.00	\$39,600.00
BMZ29258(PNK)	\$44,000.00	\$4,400.00	\$39,600.00
BST21543-7	\$83,694.00	\$8,369.40	\$75,324.60
BST21543-11	\$83,694.00	\$8,369.40	\$75,324.60
BST21543-12	\$83,694.00	\$8,369.40	\$75,324.60
BST21543-15	\$83,694.00	\$8,369.40	\$75,324.60
BST21543-16	\$83,694.00	\$8,369.40	\$75,324.60
BST21543-17	\$83,694.00	\$8,369.40	\$75,324.60
BST21543-18	\$83,694.00	\$8,369.40	\$75,324.60
BST21543-19	\$83,694.00	\$8,369.40	\$75,324.60
BST21543-20	\$83,694.00	\$8,369.40	\$75,324.60

BST21543-21	\$76,440.00	\$8,369.40	\$68,070.60
EU21424	\$129,525.00	\$12,952.50	\$116,572.50
EU21522-1	\$52,182.00	\$5,218.20+\$34,613.80	\$12,350.00
EU-ARG20415-1	\$43,120.00	\$4,312.00	\$38,808.00
EU-ARG20415-2	\$43,120.00	\$4,312.00	\$38,808.00
EU-ARG20415-3	\$43,120.00	\$4,312.00	\$38,808.00
EU-ARG21083	\$118,400.00	\$11,840.00	\$106,560.00
EU-ARG22919	\$120,800.00	\$12,080.00	\$108,720.00
EU-CUR28414	\$91,840.00	\$8,880.00+\$23,976.00+\$23,976.00	\$35,008.00
EU-CUR28439-1	\$47,736.00	\$9,547.20+\$12,888.72	\$25,300.08
EU-CUR28439-2	\$47,736.00	\$9,547.20+\$12,888.72	\$25,300.08
LWED25192-4	\$62,300.00	\$6,230.00+\$403.75	\$55,666.25
LWED25192 credit amount	-\$10,000.00		-\$10,000.00
LWED25193-1	\$151,800.00	\$15,180+\$6,440+\$33,645+\$90,750	\$5,785.00
LWED25193-2	\$75,900.00	\$7,590.00	\$68,310.00
LWED25193-3	\$75,900.00	\$7,590.00	\$68,310.00
LWED25192 credit amount	-\$10,000.00		-\$10,000.00
PTS-26700	\$235.00		\$235.00
RETURN-STAR-1	\$89,585.00		\$89,585.00
RETURN-STAR-2			
RETURN-MVRK			
TGT20501-13	\$50,120.00	\$5,012.00	\$45,108.00
TGT21232-2	\$44,000.00	\$4,400.00	\$39,600.00
TGT21232-5	\$24,000.00	\$2,400.00	\$21,600.00
TRU28881-1	\$49,185.00	\$4,918.50	\$44,266.50
TRU28881-1 MP	\$2,196.00	\$54.00	\$2,142.00
TRU28881-2	\$49,725.00	\$4,972.50	\$44,752.50
TRU28881-3	\$49,725.00	\$4,972.50	\$44,752.50
TRU28881-4	\$49,725.00	\$4,972.50	\$44,752.50
WM21524-4	\$82,110.00	\$8,211.00	\$73,899.00
WM21524-5	\$82,110.00	\$8,211.00	\$73,899.00
WM21524-16	\$82,110.00	\$8,211.00	\$73,899.00
WM21524-17	\$82,110.00	\$8,211.00	\$73,899.00
WM21524-18	\$82,110.00	\$8,211.00	\$73,899.00
WM21524-19	\$82,110.00	\$8,211.00	\$73,899.00
WM21524-21	\$82,110.00	\$8,211.00	\$73,899.00

WM21524-22	\$74,630.00	\$8,211.00+\$16,150.00	\$50,269.00
WM21524-23	\$74,630.00	\$8,211.00+\$15,390.00+\$49,715.10	\$1,313.90
WM21524-24	\$74,630.00	\$8,211.00+\$40,724.77	\$25,694.23
WM21524-26	\$74,630.00	\$8,211.00	\$66,419.00
WM21524-27	\$74,630.00	\$8,211.00	\$66,419.00
WM21524-28	\$74,630.00	\$8,211.00	\$66,419.00
WM21524-29	\$74,630.00	\$8,211.00	\$66,419.00
WM21524-30	\$30,730.00	\$3,381.00	\$27,349.00
WM21525-3	\$74,630.00	\$8,551.00	\$66,079.00
WM21525-4	\$74,630.00	\$8,551.00	\$66,079.00
WM21525-5	\$74,630.00	\$8,551.00	\$66,079.00
WM21525-6	\$74,630.00	\$8,551.00	\$66,079.00
WM21525-7	\$74,630.00	\$8,551.00	\$66,079.00
WM21525-8	\$74,630.00	\$8,551.00	\$66,079.00
WM21525-9	\$69,700.00	\$8,551.00	\$61,149.00
WM24836 Mold	\$40,000.00		\$40,000.00
WM24836-4	\$177,560.00		\$177,560.00
WM24836-5	\$177,560.00	\$100,000.00	\$77,560.00
WM24836-6	\$177,560.00		\$177,560.00
WM24836-7	\$177,560.00		\$177,560.00
WM24836-9	\$175,560.00	\$149,053.30	\$26,506.70
WM24836-11	\$177,560.00	\$62,146.00	\$115,414.00
WM25081-2	\$55,250.00	\$5,525.00	\$49,725.00
WM25081-3	\$15,100.00	\$1,510.00	\$13,590.00
WM25082-2	\$55,250.00	\$5,525.00	\$49,725.00
WM25082-3	\$21,050.00	\$2,105.00	\$18,945.00
WM27413-1	\$91,200.00	\$45,144.00+\$12,667.80	\$33,388.20
WM27413-2	\$91,200.00	\$45,144.00	\$46,056.00
WM27413-3	\$91,200.00	\$45,144.00	\$46,056.00
WM27413-4	\$91,200.00	\$50,160.00+\$8,935.15+\$22,984.85	\$9,120.00
WM27413-5	\$91,200.00		\$91,200.00
WM27413-6	\$91,200.00		\$91,200.00
WM27413-7	\$91,200.00		\$91,200.00
WM28806(PNK)	\$20,750.00	\$2,160.00	\$18,590.00
WM28806(BLU)	\$20,750.00	\$2,160.00	\$18,590.00
WMBF-20271-54	\$107,200.00	\$10,720.00	\$96,480.00
WMBF-20271-55	\$107,200.00	\$10,720.00	\$96,480.00
WMBF-20271-56	\$107,200.00	\$10,720.00	\$96,480.00

WMBF-20271-57	\$107,200.00	\$10,720.00	\$96,480.00
WMBF-20271-60	\$107,200.00	\$10,720+\$30,000+\$54,980	\$11,500.00
WMBF-20271-63	\$56,950.00	\$5,695.00	\$51,255.00
WMBF28264	\$88,800.00	\$8,880.00	\$79,920.00
TGT19957-1 Higg account and purchase FEM self-assessment	\$1,720.00		\$1,720.00
Unknown payment	-\$98,670.90		-\$98,670.90
stenn handle fee	\$8,209.92		\$8,209.92
stenn handle fee	\$5,050.46		\$5,050.46
stenn handle fee	\$4,318.70		\$4,318.70
Total	\$10,209,417.18	\$1,979,445.26	\$8,229,971.92

13. As of today, Defendant still failed to pay the above contracts in full. The Balance due for the above order is \$8,229,971.92.

14. As a result, Plaintiff is entitled to recover \$8,229,971.92, plus interest, costs, and attorney's fees in connection with the contracts above.

WHEREFORE, Plaintiff demands judgment as follows:

1. On all causes of action, for judgment against Defendant in the amount of \$8,229,971.92, plus interest;
2. On all causes of action, for costs and disbursements;
3. On all causes of action, for attorney's fees and expenses, in such sums as may be determined by the Court; and
4. For such other and further relief as the Court may deem just and proper.

Date: January 1, 2025

/s/ Ruoting Men

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